### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
McArthur Professional, Incorporated		11/30/2006	CORPORATION: WISCONSIN

### **RECEIVING PARTY DATA**

Name:	JKM Trading Company	
Street Address:	515 Epsilon Drive	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15238	
Entity Type:	CORPORATION: PENNSYLVANIA	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1807609	PROFESSIONAL TOWEL LINE
Registration Number:	1830941	THE NATURAL
Registration Number:	1831384	PROFESSIONAL TOWEL MILLS
Registration Number:	2124521	TOWEL N' TOTE

## **CORRESPONDENCE DATA**

**Fax Number**: 4439571829

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 412-447-0012

Email: coach@gebsmith.com
Correspondent Name: JKM Trading Company
Address Line 1: 565 Epsilon Drive

Address Line 4: Pittsburgh, PENNSYLVANIA 15238

NAME OF SUBMITTER: Kevin Nord

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Signature:	/s/ Kevin Nord	
Date:	09/25/2013	
Total Attachments: 4 source=JKM McArthur Trademark Assignment (Executed Copy)#page1.tif source=JKM McArthur Trademark Assignment (Executed Copy)#page2.tif source=JKM McArthur Trademark Assignment (Executed Copy)#page3.tif source=JKM McArthur Trademark Assignment (Executed Copy)#page4.tif		

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#### TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is dated November <u>30</u>, 2006, by and between McArthur Professional, Incorporated, a Wisconsin corporation ("Seller") and JKM Trading Company, a Pennsylvania corporation ("JKM").

#### RECITALS

WHEREAS, Seller owns the entire right, title and interest in and to the trademarks and U.S. trademark registrations listed in *Schedule A* attached hereto (hereinafter, said trademarks and registrations are referred to collectively as the "Trademarks"); and

WHEREAS, pursuant to an Asset Purchase Agreement by and among Seller, JKM and JARANDA, LLC, a South Carolina limited liability company (the "Asset Purchase Agreement"), JKM is desirous of acquiring all of Seller's right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of these premises, the covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. ASSIGNMENT.

Subject to the terms of the Asset Purchase Agreement and all of its exhibits and conditioned thereon, Seller has, and hereby does, sell, assign and transfer unto JKM, and JKM hereby accepts such sale, assignment and transfer, the entire right, title and interest in and to the Trademarks and any registration(s) issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by JKM, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had no sale and assignment of said Trademarks been made.

#### 2. COOPERATION.

Seller shall, upon the request and at the expense of JKM, execute any further documents reasonably required by JKM to secure and enforce the rights granted to JKM under this Assignment.

#### 3. JURISDICTION; SERVICE OF PROCESS.

Any Proceeding (as such term is defined in the Asset Purchase Agreement) arising out of or relating to this Assignment may be brought in the courts of the State of South Carolina, County of Abbeville, or, if it has or can acquire jurisdiction, in the Greenville or Greenwood division of the United States District Court of South Carolina, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Assignment. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

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### 4. ENTIRE AGREEMENT AND MODIFICATION.

This Assignment, together with the Asset Purchase Agreement, supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any letter of intent) and constitutes (along with the Schedules and other documents delivered pursuant to this Assignment) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Assignment may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

### 5. GOVERNING LAW.

This Assignment will be governed by and construed under the laws of the State of South Carolina, without regard to conflicts-of-laws principles that would require the application of any other law.

#### 6. WAIVER OF JURY TRIAL

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS ASSIGNMENT SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(signature page to follow)

Setter / JKM 1 JARANDA

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IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this assignment as of the \_\_ day of November, 2006.

McArthur Professional, Incorporated

By: Annette M. Echall

By: Annette M. Echall

Its: Vice President

JKM Trading Company

Seller JKM W JARANDA

## Schedule A

U.S. Reg. No. 1,807,609 for PROFESSIONAL TOWEL LINE, granted November 30, 1993;

U.S. Reg. No. 1,830,941 for THE NATURAL, granted April 12, 1994;

U.S. Reg. No. 1,831,384 for PROFESSIONAL TOWEL MILLS, granted April 19, 1994; and

U.S. Reg. No. 2,124,521 for TOWEL N' TOTE, granted December 23, 1997.

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**RECORDED: 09/25/2013** 

Seller JKM W JARANDA

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